No. 244,108 hm

PRIVATE ROADWAY AND CROSSING AGREEMENT

AGREEMENT made this 1st day of June ,1983 ,between BURLINGTON NORTHERN INC., a Delaware corporation, horoinafter called "Railroad", and BURLINGTON NORTHERN RAILROAD COMPANY (formerly BURLINGTON NORTHERN INC.), a Delaware corporation, hereinafter called "Railroad", and (b) (6) whose post office address is (b) (6) , Renton, Washington 98056

, hereinafter called "Permittee,"

WITNESSETH:

WHEREAS, Permittee desires for Permittee's use the construction and maintenance upon the right of way of Railroad of a private one 40-foot and one 20-foot plank private road crossing and access roadway,

hereinafter sometimes jointly referred to as the "roadway", and sometimes referred to as the "crossing" to be located at Quendall, King County, Washington,

as shown colored red upon the plan which is attached hereto and made a part hereof, marked Exhibit "A" dated October 1, 1982 , and Railroad agrees to the construction and maintenance thereof and the use thereof by Permittee upon the following terms and conditions:

1. Permittee shall, at their own cost and expense, maintain the access roadway, roadway approaches and drainage facilities.

Railroad shall maintain said crossings at Permittee's cost and expense.

Railroad reserves the right at any time and is presently permitting other parties to use said road crossings in common with Permittee herein. Said other parties will be required to execute a permit similar to the permit executed by Permittee herein; and all responsibilities required by the terms, conditions and provisions of this permit shall be borne by Permittee and said other parties.



- 2. Permittee shall, upon execution hereof, pay to Railroad for the license and permission hereby granted the sum of One Hundred Dollars (\$100.00) for the first five (5) year period and for each five (5) years thereafter.
 - 3. Permittee shall, before any construction is begun, also pay to Railroad the sum of

the agreed cost of the work and materials to be furnished by Railroad at the expense of Permittee, including cost of removal of said-roadway.

Permittee shall also pay to Railroad from time to time the cost of the maintenance, additions and betterments done by Railroad herein agreed to be borne by Permittee, within twenty (20) days after bills are rendered therefor, and such costs shall be divided equally among Permittee herein and any other users of said road crossings as covered by paragraph No. 1 above.

4. Should the right of way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to the Division Superintendent of Railroad, and said gates shall be kept closed, except when necessary to be open for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

- 5. Permittee shall at all times keep the flangeways of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.
 - 6. Permittee shall not permit said crossing to be used as a public crossing.
- 7. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said crossing which may interfere with the view of trains approaching in either direction.
- 8. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by Permittee of the roadway or that portion of the right of way of Railroad upon which the roadway is located.
- 9. Permittee shall and hereby does release and discharge Railroad of and from any and all liability for damage to or destruction of the said roadway, or any property of Permittee thereon; and shall and hereby does assume any and all liability for injury to or death of persons, or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said roadway, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railroad, its officers, employees or agents.
- 10. It is agreed that the provisions of paragraph 9 are for the equal protection of any other railroad company or companies, including National Railroad Passenger Corporation (Amtrak), heretofore or hereafter granted the joint use of Railroad's property, of which said premises are a part.
- 11. In the event Railroad shall require the use of its premises occupied by the said roadway or any part thereof for any purpose whatsoever, or if Permittee shall fail to keep and perform any of the terms and conditions of this agreement herein agreed by Permittee to be kept and performed, Railroad shall have the right to terminate this agreement at any time upon giving to Permittee thirty (30) days' written notice of its intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said crossing and barricade said roadway at the cost and expense of Permittee. Said notice shall be good if served personally upon Permittee or posted upon the premises or deposited postpaid in a United States Post Office, addressed to Permittee at Permittee's post office address above stated. No portion of any payments made hereunder will be refunded upon termination of this agreement.
- 12. Permittee shall not assign or transfer this agreement without first having obtained the written consent of Railroad.
- 13. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.
- 14. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

STATE OF WASHINGTON,
County of King ss. (b) (6)

SAFECO

(b) (6)

SAFECO

(b) (6)

SAFECO

County of King ss. (b) (6)

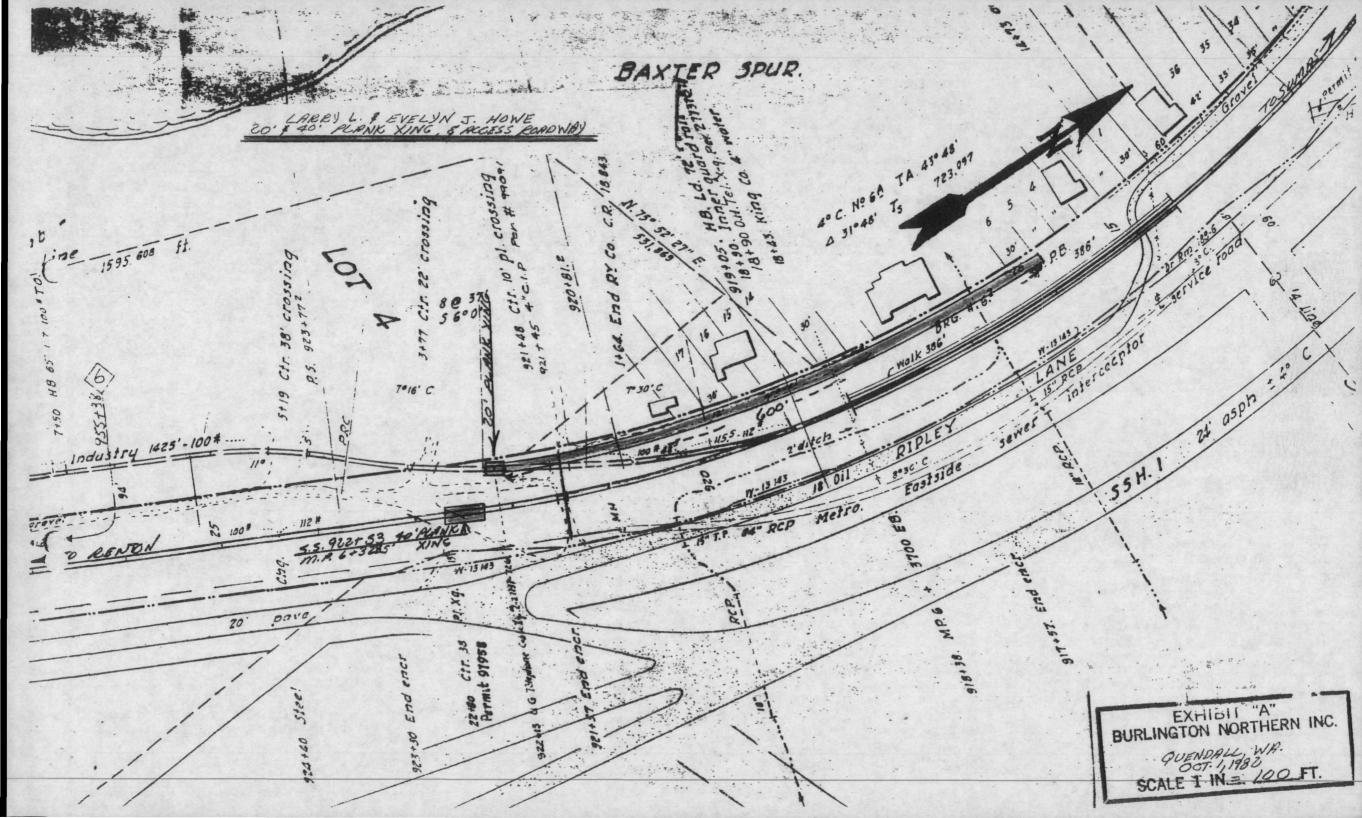
County of King state in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentional.

OF WASHINGTON,
Notary Public in and for the State of Washington, residing at Revious Andrews Andrew

- 5. Permittee shall at all times keep the flangeways of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.
 - 6. Permittee shall not permit said crossing to be used as a public crossing.
- 7. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said crossing which may interfere with the view of trains approaching in either direction.
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- 10. It is agreed that the provisions of paragraph 9 are for the equal protection of any other railroad company or companies, including National Railroad Passenger Corporation (Amtrak), heretofore or hereafter granted the joint use of Railroad's property, of which said premises are a part.
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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In ores (b) (6)	ence of: 11	-2 ·,	BURLINGTON NORTHERN RAILROAD C	OMPANY
	•		(b) (6)	
	•			



10/2

Olaf P. Melhouse	LEASE INFORMATION NORTHERN RAILROAD
LOCATION	LEASE NO.
LESSEE Quendall, Washing for,	244, 108
<u>OK</u>	
EFFECTIVE DATE	AREA
Considerate	N/A ANNUAL RENTAL DIFFERENCE
60014	100 -N
URPOSE and 1-20 foot plank 1-40 foot private road crossing a	and access enadimon
(existing)	
J. S.	
ENTAL	(RENTAL COMPUTATION)
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	Standard fee
RFR., RE, NEW	
	
<u> </u>	-
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F, DCF, BSF	
RIOR TAXES PAID	
N/A ssuing company	+
BARROS. SPECIAL CLAUSES AND/OR INSTRUCTIONS)	
Washington indemnity	
Permittee shall, at own cost	access roadiday, t and expense, maintain the roadway
approaches and drainage facilities.	
Railroad shall maintain said crossings at	t Permittee's cost and expense.
Railroad reserves the right at any time	Committee Commit
parties to use said road crossings in com	
parties will be required to execute a pe	ermit similar to the permit executed by
Permittee herein; and all responsibiliti	ies required by the terms, conditions and
provisions of this permit shall be borned	e by Permittee and said other parties.
. SHARE COST CLAUSE	
and such costs shall be divided equal	lly among Permittee herein and any other
users of said road crossings as covered 1	
	of baragraphy 100 1 aposes
NOTED ON MAP	AGREEMENT PROCESSED
	8/17/83
DATE	EXPIRATION CARD MADE

FORM 60047 9-79

	CONTRAC INSTRUCTIONS Joint Facilities and Contracts	BURUNGTON NORTHERN ST. PAUL, MINNESOTA
	NEW 2 CANCELLATION DATE	DATE
	3 SUPPLEMENT	
	CONTROLLER NO. SECRETARY'S LAW OR R/W DEI	PT. TYPE AFE
	LICI 1 2144/1018 LICI 1 12144/10	18 23 1
	CONTRACTOR	
	(b) (6)	
		LOCATION
	CONTRACT DATE EFFECTIVE DATE CITY	STATE EXPIRATION DATE
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	*TYPE CODE 02 Car Lesses 14 Joint Facility 04 Conditional Sales 15 Lesse—Site & Premise	26 Sales-Purchase Agreement 42 Grain Doors-Clean & Repair 27 Sales-Other 43 Equipment Lease
	05 Detour 16 Locomotive Lesse 06 Employee – Dining & Lodging 17 Locomotive Run – Through	28 Service 44 Janitorial Services 29 Stockyard & Livestock Handling 45 Pest & Rodent Control
	07 Employee—Deductions 18 Office Space 08 Equipment Trust 19 Other—(Misc.)	30 TOFC Service 46 Pipeline Permits 31 TOFC—COFC Interchange 47 Substitute Truck Service
	09 ** GovernmentCrossing Signals 20 Pallet Lease 10 ** Government-Hiway & Bridge 21 Pick-up & Delivery	32 Track Lease 48 Utilities Furnished 33 Trailer Lease 49 Scale Tests
	11 ° Government—Other 22 Pole & Wire Permits 12 Grain Salvage 23 Private Crossing	34 Union Agreements 50 Western Fruit Express 39 U. S. A. 51 House Moves
	13 Industrial Track 24 Purchase ** Other than Federal 25 Rubbish Removal	40 Utility Agreements 52 Ind. Track with Annual 41 Vending Machines maintenance charge
	REMARKS Sermittee Shall pay B.N.	the sum of #100 for the first
	5 yr period & for each subseq	went 5 yers agreement remains
	interfect.	
	_ Sermittee and other users	shall divide equally the East
	of mital additioned & Letterment	to done by B.N.
	Such to see that informat	tion needed for billing (Form!)
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	Billing address : (b) (6)	
	Kenton, Washin	ngton 98056
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	☐ Director,	☐ Vice PresidentRegion
	☐ Supervisor, District—Accounting Office	✓ Vice President G. M. Settle Region
	Superintendent Sacific Sion	_ D
	☐ Director, Equipment Service Accounting	
		D
	Director	
	☐ Manager, Joint Facilities & Contracts	
	☐ V. P. Industrial Development & Property Management	D
	0	
	FORM 30049 3-81	A PRINTED IN U.S.

. .

July 29, 1983

(b) (6)

Renton, WA 98056

Dear (b) (6)

RE: Permit 244,108 - one 40-foot and one 20-foot plank private road crossing and access roadway - Quendall, Washington

Attached is copy of completed agreement for your file.

Sincerely,

O. P. Melhouse Lease Representative Industrial Development & Property Management

Enc.

dopm729.4

bcc: G. G. Widle*

D. E. Brink*

D. A. Cowles*

Agent - Renton, WA*

D. A. Bell**

J. W. Chervenell**

* Copy of agreement attached
** Copy of print attached

SUPT'S OFFICE AUG 3 1983 SEATTLE

То	O. P. Melhous	Speed Lette From	G. Widle	
	والمسترومة المستروم المسترومة المستر			
3ubject	Lease 244,108 Q	uendall WA - (b) (6)		crossings
-No. 9 & 10 FOLD MESSAGE		- YOU TO PRECIDENCE SEAR EXPLOSION, ALLIEU SE PROPERTIES EN EICH LE MARCHITESTER MEANNE MAINE.	BERGER LITERATURE THAT IS BY THE STATE OF THE	arvest in van die entstel den die de trochte van de state en de dat de trochte en de trochte en de trochte best
	Find attached chec	ck #994, in the amo	unt of \$100.00 f	rom (b) (6)
			in Renton, WA	98056.
	This is for rental	l of a 40' and 20'	plank private ro	ad crossing
	and roadway. One	copy (only) of sig	ned agreement is	also
	attached. For you	ır further handling	•	
water-monoidaninesis (AMM-ProlitinopleTEMP Anthless (June 4 por	enterprise the detail the state of the control of the state of the sta	Date 7/25/83	Signed G. G. W	idle/cel
REPLY	namethinken tiden Senerie Jitti Arvin Massasia contemporaria et en ra d'Espetiticien formata del 2012 a volt co	түү байган шашын өті бі бірірі үе аңышында байлайына ұйыйы түсілі түсілі түсілі тексіні тексіні тексіні тексін		
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		Date	Signed	

Nilson Jones Company Shaytine FORM 44-902 3-PART \$ 1978 - PRINTED IN U.S.A.

580

SENDER-DETACH AND RETAIN YELLOW COPY, SEND WHITE AND PINK COPIES WITH CARBON INTACT.



new

SUPERINTENDENT

King Street Station 303 South Jackson Street Seattle, Washington 98104 Telephone (206) 625-6111

June 1, 1983

File: 244,108

(b) (6)

Renton, Washington 98056

Dear (b) (6)

Attached is permit 244,108 in favor of one 40-foot and one 20-foot plank private road crossing and access roadway at Quendall, Washington.

Please arrange to have proper signature affixed to both copies of this agreement in the presence of witnesses and return to this office along with your check in the amount of \$100.00 for the first five years' rental.

After execution on behalf of the railroad, one copy will be returned to you for your records.

Yours truly,

G. G. Widle

Superintendent

cc: O. P. Melhouse - St. Paul

cel/att

Ant 1753

St. Paul, Minnesota May 20, 1983

Mr. G. G. Widle:

RE: Permit 244,108 - (b) (6) - one 40-foot and one 20-foot plank private road crossing and access roadway - Quendall, WA

If you approve the attached agreement, please arrange for execution by the Permittee and secure a check for \$100.00 covering the first five years' rent.

Along with the rental check, please return both copies of the agreement for Burlington Northern Railroad Company completion.

O. P. Melhouse

Lease Representative

DOPM520.4

cc: Agent - Renton, WA

APPLICATION FOR PRIVATE CROSSING



Quentall

BURLINGTON NORTHERN Co-use of 237300 & roadway access Quendall

TO BE COMPLETED BY APPLICANT

(b) (6) and	Duringer
4 Name (b) (6)	Business Address _(b) (6)State in which incorporated
Corporation Bitney Realty, Inc.	State in which incorporated
Partnership (List full name of all partners):	
	· <u>-</u>
Individual (List firm name, if any)_(b) (6)	
Location: _(b)	ton_County: King_State: _Washington_98056
Type of crossing (i.e. plank, asphalt, etc.) Plank	Width 20 feet & 40 feet
What use will be made of crossing? passenger c	Width 20 feet & 40 feet ar crossing to and from private residence
Does applicant have other private crossing in vicinity?	NONE If so, give distance and direction
from proposed crossing N/A	
	ng?Ownedif so, describe Fee ownership will be in
Howe adjoining the Westerly Bound	ary of the BNR right-of-way
Does applicant desire to do grading at his own expense?_	None proposed at this time
	None at this time
, "	r crossing agreement, which will provide for the Railway to maintain the
	and if requested by Railway, and assume cost to construct same, also
assume removal cost, if crossing is temporary.	
Applicant will be responsible for keeping gates closed and	(b) (6)
•	. (2)
Date: August 24,	. 82
Date: Tragase 24.	
•	
•	
	D BY DIVISION ENGINEER Station
How far is public crossing in each direction?	
	(South or West)
	be placed?
- · · · · · · · · · · · · · · · · · · ·	Indicate which and show cross section on the sketch.
Is right of way fenced?	Number of gates required?
Standard stop signs snould be provided and included in the	
	estimate of costs to be assumed by applicant.
Will it be necessary to move or raise pole line?	e estimate of costs to be assumed by applicant.
Estimated Cost \$ per estimate attached.	
and the state of t	
What limits of insurance do you recommend?	
What limits of insurance do you recommend?	
What limits of insurance do you recommend?	
Estimated Cost \$ per estimate attached. What limits of insurance do you recommend? APPROVED: Division Engineer	
What limits of insurance do you recommend?	If so, describe and include on cost estimate.
What limits of insurance do you recommend?APPROVED: Division Engineer	If so, describe and include on cost estimate.
What limits of insurance do you recommend?	If so, describe and include on cost estimate.

Fitts Escrow Company 301 SW Grady Way P. O. Box 1102 Renton, WA 98057 September 10, 1982

Attention: Catherin Fitts

Dear Ms. Fitts:

With reference to your letter of August 31, 1982, regarding request for co-use of Permit 237300 for (b) (6)

Realty Inc. for use of private existing crossing and additional request for roadway:

We are returning your Check No. 9987 in the amount of \$50 covering this permit. We are not certain what the exact charges will be for the roadway as this has to be handled through our Property Management Department. We do not ask for the payment until the formal papers are ready for signature, and at that time we will request the payment.

We are processing this application and will advise when the papers are ready for signature and remittance required.

Sincerely,

G. G. Widle Superintendent

By: Severley Gittins

BMG/safe, 3

Mr. D. A. Bell
Mr. J. W. Chervenell

File: Co-use 237300 - Quendall



August 31, 1982

Burlington Northern King Street Station 303 South Jackson Street Seattle, WA 98104

Attention: G. G. Widle

Superintendent

Quendal-Co-use 237300 and Roadway Re:

Dear Mr. Widle:

Please find enclosed the following for completion of the Application for Private Crossing and Roadway permit:

Completed form 15233 1.

- 2. Marked drawing indicating exact length & location of roadway, measuring from centerline of crossing
- County Assessors map

Legal Description

The property is located in Section 29, Township 24 North, Range 5 East, under King County Assessor's Tax Parcel No. 334330-2875-02.

If you should require more information from our office regarding this permit, please feel free to call.

Yours truly,

FITTS ESCROW COMPANY

Cathrin Fitts

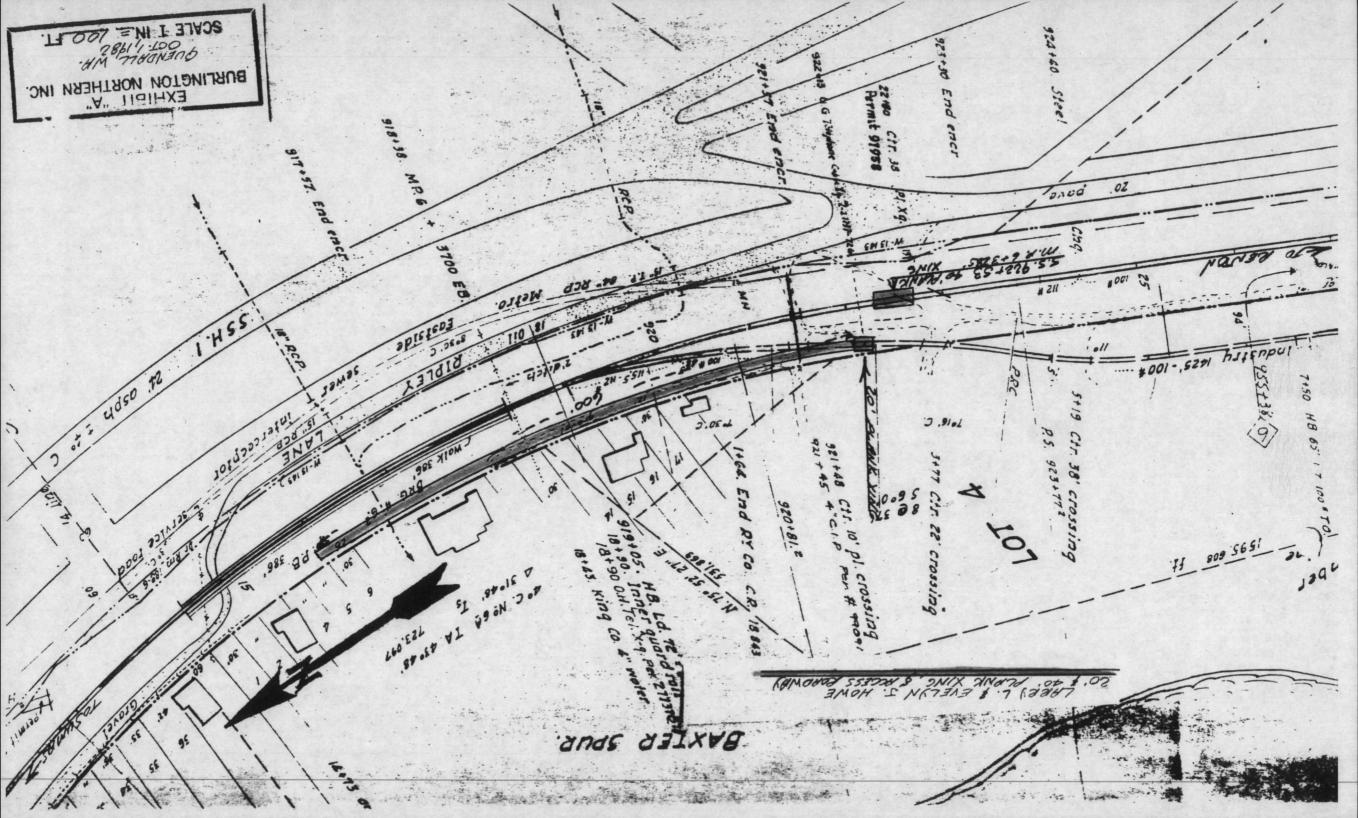
Enclosures

SUPT'S OFFICE SEP 08 1982

SEATTLE

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J. W. Chervenell	Spead La	Mer.	M see se	
From Chervenell			G.Widle	
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return file with your recor	mmendations.			
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To J. W. Chervenell	Speed Letter. C G.Widle	
	(I) (O)	
SubjecQuendall- Couse of permit 23	37300- for (b) (6)	
MESSAGE		
Please furnish 18 prints of c	crossing co-use and roadway access and	
return file with your recomme	endations.	
	Date 9/13/82 Signed G. G. Widle	creatives over these to the co
REPLY	OPER OF THE	GT, MAY EMP 13- UC; T- Q
THE MAN THE THE THE THE THE THE		
10-26-42		
-No. 9 FOLO -No. 10 FOLD	EQUAL REPLY	
	Date Signed	

Wilson Jones Company
GRAYLINE FORM 44-902 3-PART
© 1978 • PRINTED IN U.S.A.

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ENDER-DETACH AND SEYAIN YELLOW COPY, SEND WHITE AND PINK COPIES WITH CARBON INTACT.

Fitts Escrow Company 301 SW Grady Way P. O. Box 1102 Renton, WA 98057 September 10, 1982

Attention: Catherin Fitts

Dear As. Fitts:

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We are processing this application and will advise when the papers are ready for signature and remittance required.

Sincerely,

G. G. Widle Superintendent

dy: Beverley bittins

BMG/safe, 3

cc: Mr. D. A. Bell Mr. J. W. Chervenell

File: Co-use 237300 - Quendall

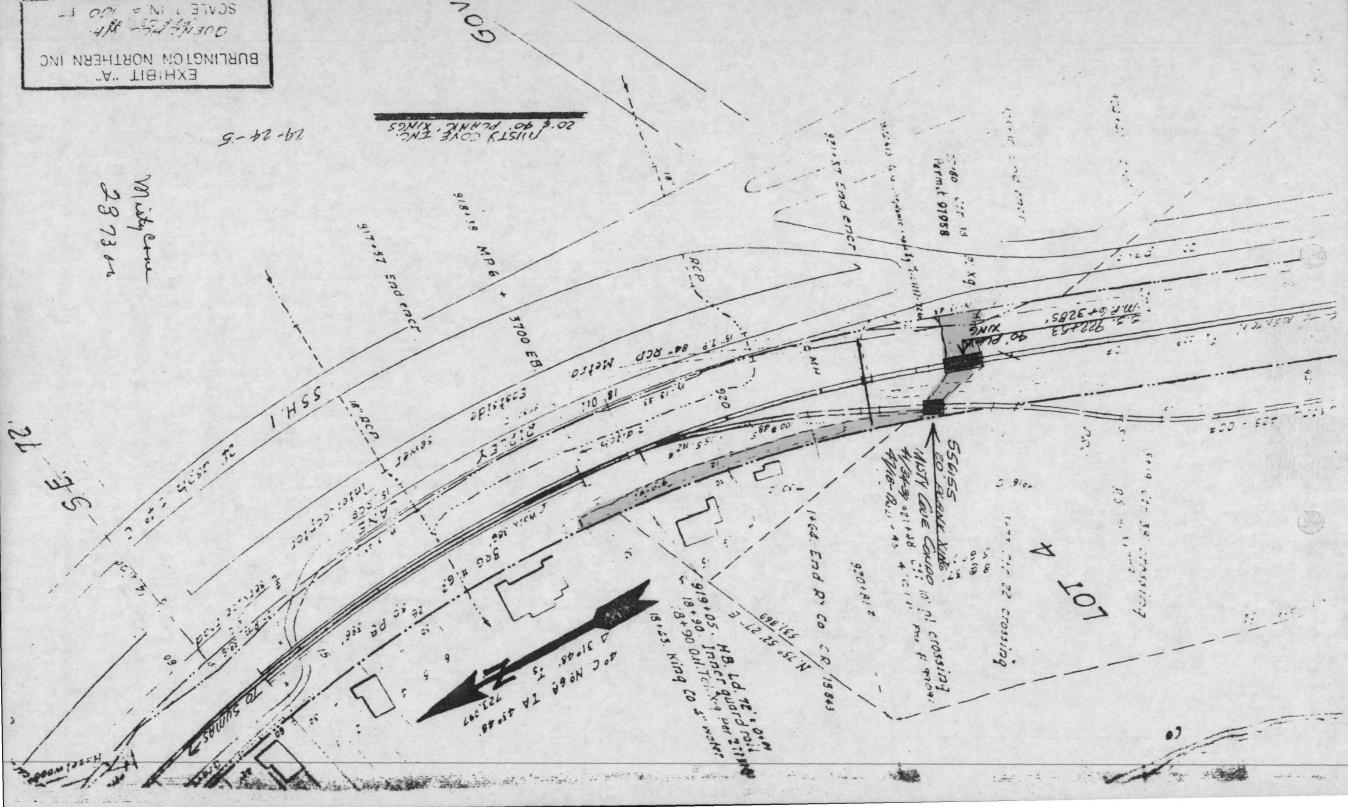
APPLICATION FOR PRIVATE CROSSING



NORTHERN Co-use of 237300 & roadway access
CANT Quendal1

TO BE COMPLETED BY APPLICANT

(b) (6)	
N	Business Address 108 Factory Avenue North, Renton, Wa 9
Corporation Rithey Realty Inc	Address 108 Factory Avenue North, Renton, Wa 9 State in which incorporated
artnership (List full name of all partners):	State in which incorporated
ndividual (List firm name, if any)	Con County: King State: Washington 98056 Width 20 feet & 40 feet ar crossing to and from private residence
ocation: _(b) (6) Rent	con County: King State: Washington 98056
vpe of crossing (i.e. plank, asphalt, etc.) Plank	Width 20 feet & 40 feet
What use will be made of crossing?Dassenger_ca	er crossing to and from private residence
oes applicant have other private crossing in vicinity?	NONE If so, give distance and direction
s land owned or leased on either side of proposed crossin Howe adioining the Westerly Bounda	ng?Owned!f so, describe <u>Fee ownership will be in</u> ary of the BNR right-of-way
Does applicant desire to do grading at his own expense?_	None proposed at this time
Vhat material does applicant desire to furnish?	None at this time
	r crossing agreement, which will provide for the Railway to maintain the
	and if requested by Railway, and assume cost to construct same, also
ssume removal cost, if crossing is temporary.	
applicant will be responsible for keeping gates closed and	rail flangeways free of obstruction.
	12 21 1
A	00
Date: August 24, 19	82
	/ X - 4
	Larry (Applicant) Howe Phone (206) 255-8844
TO BE COMPLETED	D BY DIVISION ENGINEER
TO BE COMPLETED	D BY DIVISION ENGINEER Station
TO BE COMPLETED ocation of crossing: M.P ttach sketch. Is crossing location best available?	D BY DIVISION ENGINEER Station
TO BE COMPLETED contain of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction?	D BY DIVISION ENGINEER Station
TO BE COMPLETED cocation of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction? iew (North or East)	D BY DIVISION ENGINEER
TO BE COMPLETED cocation of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction? iew (North or East) there a bridge in the vicinity where undercrossing could	D BY DIVISION ENGINEER Station
TO BE COMPLETED cocation of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction? iew (North or East) there a bridge in the vicinity where undercrossing could crossing on fill or in cut?	D BY DIVISION ENGINEER
TO BE COMPLETED cocation of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction? iew (North or East) there a bridge in the vicinity where undercrossing could crossing on fill or in cut? tright of way fenced?	Station (South or West) be placed? Indicate which and show cross section on the sketch. Number of gates required?
TO BE COMPLETED cocation of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction? iew (North or East) there a bridge in the vicinity where undercrossing could crossing on fill or in cut? right of way fenced? andard stop signs should be provided and included in the	Station (South or West) be placed? Indicate which and show cross section on the sketch. Number of gates required? e estimate of costs to be assumed by applicant.
TO BE COMPLETED cocation of crossing: M.P	Station(South or West)
TO BE COMPLETED cocation of crossing: M.P ttach sketch. Is crossing location best available? ow far is public crossing in each direction? iew (North or East) there a bridge in the vicinity where undercrossing could a crossing on fill or in cut? tright of way fenced? tandard stop signs snould be provided and included in the reculverts required?Size and length //ill it be necessary to move or raise pole line?	Station (South or West) be placed? Indicate which and show cross section on the sketch. Number of gates required? e estimate of costs to be assumed by applicant.
TO BE COMPLETED cocation of crossing: M.P	Station (South or West) be placed? Indicate which and show cross section on the sketch. Number of gates required? e estimate of costs to be assumed by applicant. If so, describe and include on cost estimate.
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TO BE COMPLETED ocation of crossing: M.P ttach sketch. Is crossing location best available? low far is public crossing in each direction? iew (North or East) there a bridge in the vicinity where undercrossing could crossing on fill or in cut? tright of way fenced? tandard stop signs should be provided and included in the re culverts required?Size and length	Station (South or West) be placed? Indicate which and show cross section on the sketch. Number of gates required? e estimate of costs to be assumed by applicant. If so, describe and include on cost estimate.
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TO BE COMPLETED ocation of crossing: M.P attach sketch. Is crossing location best available? low far is public crossing in each direction? iew (North or East) sthere a bridge in the vicinity where undercrossing could a crossing on fill or in cut? sright of way fenced? tandard stop signs should be provided and included in the re culverts required?Size and length vill it be necessary to move or raise pole line? stimated Cost \$ per estimate attached.	Station
TO BE COMPLETED cocation of crossing: M.P	Station
TO BE COMPLETED contaction of crossing: M.P	Station (South or West) be placed? Indicate which and show cross section on the sketch. Number of gates required? e estimate of costs to be assumed by applicant. If so, describe and include on cost estimate.
TO BE COMPLETED coation of crossing: M.P	Station
TO BE COMPLETED cocation of crossing: M.P	Station



July 29, 1983

(b) (6)

Renton, WA 98056

Dear Mr. and Mrs. Howe:

RE: Permit 244,108 - one 40-foot and one 20-foot plank private road crossing and access roadway - Quendall, Washington

Attached is copy of completed agreement for your file.

Sincerely,

O. P. Melhouse Lease Representative Industrial Development & Property Management

Enc.

dopm729.4

bcc: G. G. Widle*

D. E. Brink*
D. A. Cowles*

Agent - Renton, WA*

D. A. Bell**

J. W. Chervenell**

* Copy of agreement attached ** Copy of print attached

BILLING INSTRUCTIONS



ı	EASE, HERABSENTATIVE
	DATE 1/28/83

NEW LEASE OR PERMIT	ONE TIME CHARGE. Check attached in amount of
REISSUE	REISSUE LEASE(S) CANCEL BILLING ON OLD LEASE(S) AND SET UP NEW LEASE ON IBM BILLING. CHECK OFF LEASE REGISTER CHECK ATTACHED IN AMOUNT OF
TRANSFER	TRANSFER LEASE(S) CANCEL BILLING ON OLD LEASE(S) AND SET UP NEW LEASE ON IBM BILLING. CHECK OFF LEASE REGISTER CANCEL ALL OUTSTANDING BILLS ON OLD LEASE(S). BILL # PREPARE ADJUSTED BILL AGAINST OLD LEASE FOR PERIOD UP TO EFFECTIVE DATE OF NEW LEASE. REFUND UNEARNED RENTAL FOR PERIOD
ENTAL INCREASE	RENTAL ON LEASE NO TO TO PLEASE CHANGE BILLING.
ASSIGNMENT	CHANGE BILLING RECORDS TO SHOW ASSIGNEE AS LESSEE AND CANCEL BILLING AGAINST ASSIGNOR. CHECK ATTACHED IN AMOUNT OF
HANGE of ADDRESS	ATTACHED CORRESPONDENCE.
RENTAL STATUS	LIST BELOW ANY OUTSTANDING BILLS AGAINST LEASE(S),
	STENO'S DISTRIBUTION # 2 letter
	baci (6.6. Widle copy D.E. Brink Of agrimment) D.A. Courles Agent-Renton, W. D.A. Bell-print J.W. Chervenell-pri
PlBile#193 3Bm Rup NOTED: RENTAL AGEN	7 \$100/542sending 5-31-88
∩ ₄ .	8-1-83

OUTSIDE COMPANIES & INDIVIDUALS - MASTER FILE UPDATES



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Speed Letter, 44-902	• (
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GrayLine

WL **28** 1983

Industrial Development and

		Speed Letter.	y Agranj	
То	O. P. Melhouse	From	G. G. Widle DS	
			LGL	
			KJT SET	
			BLPRHB CPEDPS	
3ubject	Lease 244,108 - Que	enda11 WA - (b) (6) r	- crossings	
-No. 9 & 10 FOLD MESSAGE				
	Find attached check	#994, in the amoun	t of \$100.00 from (b)(6)	
			n, WA 98056.	
	This is for rental	of a 40' and 20' pla	ank private road crossing	
	and roadway. One o	copy (only) of signed	d agreement is also	
	attached. For your	further handling.		
processing of the second secon	TO THE MENT OF THE PROPERTY OF	Date 7/25/83	Signed G. G. Widle/cel	i Tradicio de Caractería
REPLY				
	,			
	······································			
-No. 9 FOLD				
-No. 10 FOLD		<u></u>		
		Date	Signed	

Wilson Jones Company GRAYLINE FORM 44-902 3-PART © 1976 - PRINTED IN U.S.A.

RECIPIENT—RETAIN WHITE COPY, RETURN PINK COPY



SUPERINTENDENT

(b) (6)

King Street Station 303 South Jackson Street Seattle, Washington 98104 Telephone (206) 625-6111

June 1, 1983

File: 244,108

(b) (6)

Renton, Washington 98050

Dear (b) (6)

Attached is permit 244,108 in favor of one 40-foot and one 20-foot plank private road crossing and access roadway at Quendall, Washington.

Please arrange to have proper signature affixed to both copies of this agreement in the presence of witnesses and return to this office along with your check in the amount of \$100.00 for the first five years' rental.

After execution on behalf of the railroad, one copy will be returned to you for your records.

Yours truly,

G. G. Widle

Superintendent

cc: O. P. Melhouse - St. Paul

cel/att

St. Paul, Hinnesota May 20, 1983

Mr. G. G. Widle:

RE: Permit 244,108 - (b) (6) one 40-foot and one 20-foot plank private road crossing and access roadway - Quendall, WA

If you approve the attached agreement, please arrange for execution by the Permittee and secure a check for \$100.00 covering the first five years' rent.

Along with the rental check, please return both copies of the agreement for Burlington Northern Railroad Company completion.

O. P. Melhouse 'Lease Representative

DOPM520.4

cc: Agent - Renton, WA

APPLICATION FOR L. IVATE CROSSING



NORTHERN Co-use of 237300 § roadway access Quendall

TO BE COMPLETED BY APPLICANT

(b) (6)					
		usiness			00051
Name	A	ddress _(b) (6)		Renton, Wa	<u>9</u> 8055
Corporation Bitney Realty, I			ated		_
Partnership (List full name of all partners):			·· · · · · · · · · · · · · · · · · ·	_
Individual (List firm name, if any)					-
Location: _(b) (6)	Renton C	ounty: King State: _	Washington	98056	
Type of crossing (i.e. plank asphalt, etc.)	Plank	odiniy. <u>IXII IZO</u> Ototo	Width 20 fe	et & 40 feet	_
EType of crossing (i.e. plank, asphalt, etc.). What use will be made of crossing?pa	ssenger car cro	ossing to and	from priva	ate residence	_
Does applicant have other private crossing	a in vicinity? NONE		If so, give	distance and direction	חי
F from proposed crossing N/A					
☑ Is land owned or leased on either side of	proposed crossing?Own	edif so, describe F	ee ownershi	ip will be in	_
Howe adjoining the Weste	rly Boundary o	f the BNR rig	ht-of-way		_
Does applicant desire to do grading at his	own expense? None	proposed at	this time		
What material does applicant desire to fu	rnish?None	at this time			
Applicant understands he will be requested				Railway to maintain th	ne
crossing at expense of the applicant, furn			and accume costs	to-construct same als	20
assume removal cost, if crossing is temporary		•	. [monstrial Ownship you	and !
Applicant will be responsible for keeping		geways free of obstru	ction.	Property Management o	ept.
		<u> </u>		OCT 21 1982	, [
			111	Carried Contraction Contractio	1 Fourteen sure
Date: August 24,	1 <u>9</u> 82	July J		AGCF	_ `
		Larry E.	(Applicant)	'Howe	_]
		Phone (206) 255-8844	DSHB	[
uce 100, we lack of	Land Madden as		1.1	GLOPS	-
ace too, and of	PULT TH	D	101	" CPF	1
			R	ED KKK	-
TO BE	COMPLETED BY	DIVISION ENGI	NEER.	-K	
Location of crossing: M.P	,	Station	l	VG FILE	
Attach sketch. Is crossing location best av				THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	-
How far is public crossing in each direction					_
View (North or East)					-
Is there a bridge in the vicinity where und	-	·			_
Is crossing on fill or in cut?	cicrossing could be place	Indicate whic	h and show cross	section on the sketch	 1
Is right of way fenced?	Numb	er of gates required?			••
Standard stop signs should be provided an		-			_
Are culverts required? Size and ler					_
Will it be necessary to move or raise pole	•		o, describe and inc	clude on cost estimate	_ ∋.
Estimated Cost \$ per estimated					
What limits of insurance do you recomme					_
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APPROVED:					
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		W. a. Delle	12.m.b.	10-14-82	÷
Division Engineer		M	énager, Engineeri i	AS CIE. Reg.	
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021211 80 000	(Va	X	•	/oa o -	
J. J. Will 10-4	- 8-2-		me	18-18-85	
Division Superintenden	t	Assistant	-Vice Plesident, ⊕	parations SM	

303 South Jackson St. Seattle, WA 98104

Fitts Escrow Company 301 SW Grady Way P. O. Box 1102 Renton, WA 98057 September 10, 1982

Attention: Catherin Fitts

Dear Ms. Fitts:

With reference to your letter of August 31, 1982, regarding request for co-use of Permit 237300 for (b) (6) dba Bitney Realty Inc. for use of private existing crossing and additional request for roadway:

We are returning your Check No. 9987 in the amount of \$50 covering this permit. We are not certain what the exact charges will be for the roadway as this has to be handled through our Property Management Department. We do not ask for the payment until the formal papers are ready for signature, and at that time we will request the payment.

We are processing this application and will advise when the papers are ready for signature and remittance required.

Sincerely.

G. G. Widle Superintendent

By: Beverley Gittins

BMG/safe,3

CC: Mr. D. A. Bell Mr. J. W. Chervenell

File: Co-use 237300 - Quendall



Fitts Escrow Co.

301 S.W. GRADY WAY P.O. BOX 1102 / RENTON, WA 98057 (206) 772-6684

August 31, 1982

Burlington Northern King Street Station 303 South Jackson Street Seattle, WA 98104

Attention: G. G. Widle

Superintendent

Re: Quendal-Co-use 237300 and Roadway

Dear Mr. Widle:

Please find enclosed the following for completion of the Application for Private Crossing and Roadway permit:

1. Completed form 15233

- 2. Marked drawing indicating exact length & location of roadway, measuring from centerline of crossing
- 3. County Assessors map

4. Legal Description

The property is located in Section 29, Township 24 North, Range 5 East, under King County Assessor's Tax Parcel No. 334330-2875-02.

If you should require more information from our office regarding this permit, please feel free to call.

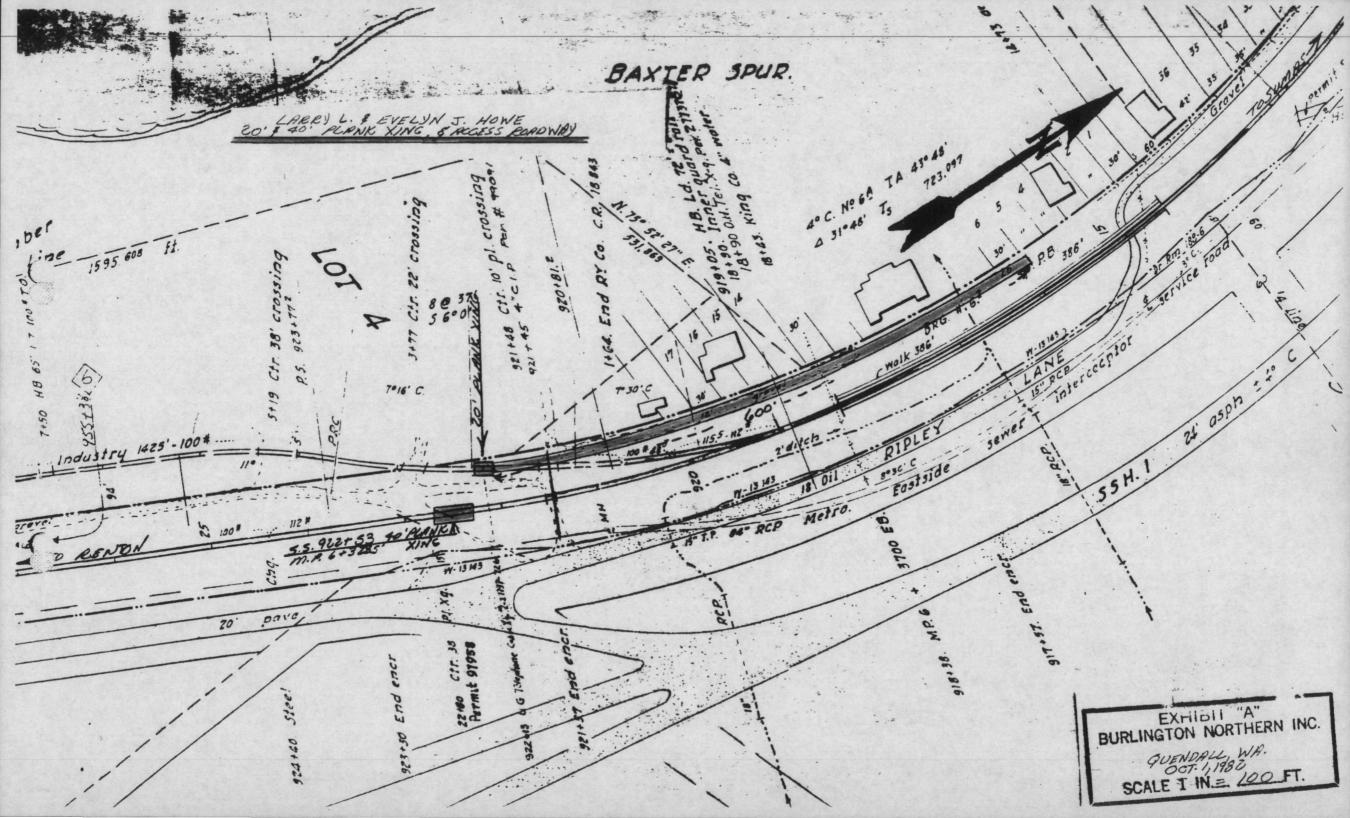
Yours truly,

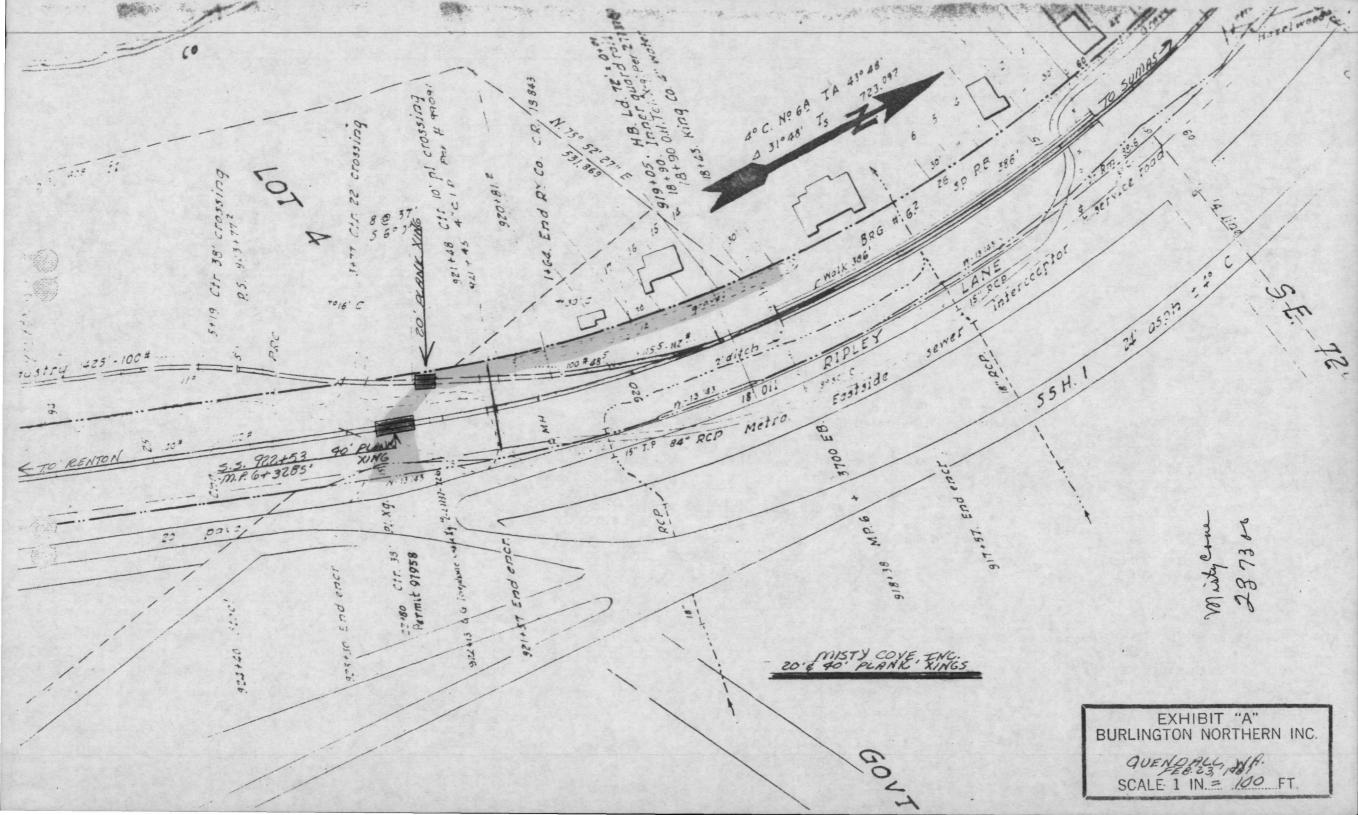
FITTS ESCROW COMPANY

Cathrin Fitts

Enclosures

SUPT'S OFFICE SEP 0 8 1982 SEATTLE







BURLINGTON NORTHERN RAILROAD

Superindent's Department PERMIT DESK-20TH FLOOR FIC BLDG. PACIFIC DIVISION

DATE 7-12-88
TO: Parker Adelman, Divisional Engineer
FROM: Bob Luckey, Permit Clerk
Please review, noting your recommendations, regarding the attached permit application. <u>INCLUDING INSURANCE REQUIREMENTS</u> , if any.
After review, and signature, of application, please return file to Bob Luckey for further processing of the permit.
Thank you, Reg for assignment
Bob Zuchen Do you approve.
Bob Luckey Extention: 3289 Solvention in the ETIE: 5847- Questo All Some etc.
FILE: 5847- QUENDALL- Some etc.
attachements
Please fill in the LEGAL DISCRIPTION to appear on the permit, as follows:
AT STATIONSurvey Sta. No
Mile post No.
FACILITY'S DISCRIPTION:

b1/ag198601



July 8, 1988

Burlington Northern Railroad 2000 First Interstate Center 999 Third Avenue Seattle, Wa., 98104-1105

re: Transfer/re-issuance of Use Permit

Enclosed is application to transfer ownership and re-issue Use Permit for property located at (b)(6) Renton, Wa., 98056. File No. 5847 Ouendall.

Please return final permit to Washington Mutual Savings Bank, so that we have it recorded in King County records.

If you have any questions or I may be of any help, please contact me at 340-4038.

Penny Hatfield 'Loan Originations

APPLICATION FOR PRIVATE CROSSING

Transfer and re-issue of Permit 244,108 to new property owner at closing of sale by Permittee (b) . BE COMP



BE COMPLETED BY APPLICANT

·	Phone: 448-4000	•
(b) (6)	98056	
(5) (0)	Zip: 98056	5
Name	Business (b) (6)	Renton, Wa.
	AddressState in which incorporated	
Partnership (List full name of all partners):		
Individual (List firm name, if any) (b) (6)	tonCounty:King _State: Wasnin	
N, Ren	ton County: King State: Wasnir	ngton
What use will be made of crossing? - aC	cess residence	
Does applicant have other private crossing i	n vicinity? <u>Yes</u>	_ If so, give distance and direction
from proposed crossing North-	. N/A	
ار ls land owned or leased on either side of pr	oposed crossing? N/A If so, describe	
	UIIKOWII	
	wn expense?	
	sh?	
	o sign a regular crossing agreement, which will provi	•
	n insurance as and if requested by Railway, and ass	ume cost to construct same, also
assume removal cost, if crossing is tempora		
Applicant will be responsible for keeping ga	tes closed and rail flangeways free of obstruction.	
/ /	(b) (6)	
Date: $6/29/$ Date of Sale $6/30/58$	1958	
Date:		
Date of Sale $6/30/88$	19	
	OMPLETED BY DIVISION ENGINEER	
Location of crossing; M.P.	Stationable?	
	abler	
	(South or West)	
	Indicate which and s	
Is right of way fenced?	Number of gates required?	indw closs section on the sketch.
	included in the estimate of costs to be assumed by a	
	h	
	e?lf so, descr	
Estimated Cost \$, per estimate a		ibe and include on cost estimate.
What limits of insurance do you recommend?		
vivial limits of insurance do you recommends		
APPROVED:		
ATTROVED.		
Asst. Supt. Roadway Mtce	L. Chief Easi	neer-Region
Asst. Supt. Roadway Mtce	Chief Engi	neer-Region
Asst. Supt. Roadway Mtce	Chief Engi	neer-Region
Asst. Supt. Roadway Mtce	. Chief Engi	neer-Region
Asst. Supt. Roadway Mtca	Assistant Genera	



2000 First Interstate Center 999 Third Avenue Seattle, WA 98104-1105 206-467-3289

June 21, 1988

(b) (6)

Federal Way, WA 98023

Dear Mr. & Mrs Bernasconi:

Attached is an application for your completion, per phone request, as buyer of personal property from Seller (b) (6)

(b) (6)

Renton, WA 98056 and 'Permittee' to one 40' and one 20' plank private road crossing and access roadway of Burlington Northern Railroad Right-of-Way covered by Permit 244,108 of June 1, 1983.

In keeping with Company policy and paragraph 12 of this Permit agreement executed by the (b)(6), the Burlington Northern Railroad would have no objection to the transfer/re-issuance of this permit to yourselves at the closing of this sale, for continued use of this facility as the new owner.

Our file contains the necessary information to arrange this transfer if you will complete the attached application and those items checked in 'red'returning same to the above address.

Furnish us with section, township, and range involved. For private road crossings, identify ownership by tax lot number and county map.

Be certain full name and address, including zip code, telephone number.

Since this application is for a transfer of existing facility, please show date of sale, also indicated on the application.

After processing has been completed, you will be asked to sign a new formal agreement, pay requested rental. No money is required with the application.

Please be advised these permits can take up to $\underline{90}$ days to final completion. Kindly refer to file number shown below when phoning and/or corresponding about this application.

Sincerely,

Bob Luckey

Permit Clerk/PACIFIC DIVISION

Att.

File: 5847 Quendal

CLOSING COMPLIION Permit Clerk

ROBERT E. LUCKEY



BURLINGTON NORTHERN RAILROAD

2000 First Interstate Center 999 Third Avenue Seattle, Washington 98104-1105 Phone 206-467-3289

2000 First Interstate Center 999 Third Avenue Seattle, WA 98104-1105 206-467-3289

June 21, 1988

(b) (6)

Federal Way, WA 98023

Dear (b) (6)

Attached is an application for your completion, per phone request, as buyer of personal property from Seller (b) (6) of (b) (6) , WA 98056 and 'Permittee' to one 40' and one 20' plank private road crossing and access roadway of Burlington Northern Railroad Right-of-Way covered by Permit 244,108 of June 1, 1983.

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Sincerely,

Bob Luckey

Permit Clerk/PACIFIC DIVISION

Att.

File: 5847 Quendall

APPLICATION FOR PR. ATE CROSSING Transfer and re-issue of Permit 244,108 to new property owner at closing of sale by Permittee (b) (6)



BE COMPLETED BY APPLICANT

	V	Phone:	
	/	Zip:	
		Zip. ∕Business	•
		Address	
Corporation		_State in whi	ch incorporated
Partnership (List full name of all partners):			
Individual (List firm name, if any)			
Location:		_County:	State:
Type of crossing (i.e. plank, asphalt, etc.)		•	Width
What use will be made of crossing?	 _		
Does applicant have other private crossing in vicini	ity?		If so, give distance and direction
from proposed crossing			
Is land owned or leased on either side of proposed	-		escribe
Does applicant desire to do grading at his own exp			
What material does applicant desire to furnish?			
Applicant understands he will be requested to sign a	regular cros	sing agreeme	nt, which will provide for the Railway to maintain th
crossing at expense of the applicant, furnish insura	ince as and	if requested b	y Railway, and assume cost to construct same, als
assume removal cost, if crossing is temporary.			
Applicant will be responsible for keeping gates clos	ed and rail f	flangeways fre	ee of obstruction.
Date:	10	Beserve	
		-	(Applicant)
Date of Sale	19		(Applicant)
TO BE COMPI			
Location of crossing: M.P.			
Attach sketch. Is crossing location best available?			
How far is public crossing in each direction? View (North or East)			
Is there a bridge in the vicinity where undercrossing			
Is crossing on fill or in cut?			
Is right of way fenced?			
Standard stop signs should be provided and include		-	•
Are culverts required? Size and length			
Will it be necessary to move or raise pole line?			
Estimated Cost \$ per estimate attache			
What limits of insurance do you recommend?			
vital mints of modrance do you recommend:			
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APPROVED:			· · · · · · · · · · · · · · · · · · ·
APPROVED: Asst. Supt. Roadway Mtce.			Chief Engineer-Region